



**verizon**

1301 Gervais Street  
Suite 825  
Columbia, SC 29201

803-254-5736  
803-254-9626 (Fax)

September 26, 2002

Mr. Gary E. Walsh  
Executive Director  
The S. C. Public Service Commission  
P. O. Drawer 11649  
Columbia, SC 29211

In Re: Agreement between Verizon South Inc. and Cellco Partnership d/b/a Verizon Wireless

Dear Mr. Walsh:

Attached is Amendment No. 2 to the agreement between Verizon Wireless and Verizon South that is being forwarded via electronic mail for informational purposes only.

Please advise should you have any questions concerning this matter.

Very truly yours,

*Wanda Rodgers (for)*

STAN J. BUGNER  
State Director

Attachments (via email)

**AMENDMENT NO. 2**  
  
**to the**  
  
**INTERCONNECTION AGREEMENT**  
  
**between**  
  
**VERIZON SOUTH INC.,  
F/KA/ GTE SOUTH INCORPORATED**  
  
**and**  
  
**CELLCO PARTNERSHIP, AND  
ANDERSON CELLULAR TELEPHONE COMPANY  
D/B/A VERIZON WIRELESS**  
  
**FOR SOUTH CAROLINA**

This Amendment No. 2 (this "Amendment") is effective June 14, 2001 ("Amendment Effective Date"), by and between Verizon South Inc., formerly known as GTE South Incorporated ("Verizon"), and Cellco Partnership and Anderson Cellular Telephone Company doing business as Verizon Wireless (collectively "Verizon Wireless"). (Verizon and Verizon Wireless may hereinafter be referred to, each individually, as a "Party," and, collectively, as the "Parties").

**WITNESSETH:**

WHEREAS, Verizon and Verizon Wireless are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934 (the "Act") for South Carolina, which was effective September 30, 1997 (the "Agreement"); and

WHEREAS, on April 18, 2001, in the Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68, 16 FCC Rcd 9151 ("Order"), the Federal Communications Commission affirmed its prior determination that Internet traffic is not subject to reciprocal compensation under Section 251(b)(5) of the Act, but exercised its authority under Section 201 of the Act to establish a transitional plan for intercarrier compensation for Internet traffic; and

WHEREAS, in accordance with the Order, Verizon has elected to offer an optional reciprocal compensation rate plan for traffic subject to Section 251(b)(5) of the Act, under which such traffic exchanged between Verizon and a local exchange carrier or CMRS provider in a given state will be subject to compensation at the same rate

applicable to intercarrier compensation for Internet traffic in that state under the terms of the Order; and

WHEREAS, Verizon Wireless has elected to amend the Agreement to accept the optional reciprocal compensation rate plan for traffic subject to Section 251(b)(5) of the Act being offered by Verizon;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. Amendment to Agreement. The Agreement is amended as follows:

1.1 Notwithstanding any other provision of the Agreement, effective as of the Amendment Effective Date, the following provisions shall apply to and be a part of the Agreement:

1.1.1 Reciprocal Compensation Rates:

1.1.1.1 Appendix C of the Agreement is amended by deleting the section "Transport and Termination" and replacing this section with the following:

"Local Traffic Transport and Termination Rate

June 14, 2001 through December 13, 2001 -- \$0.0015 per minute of use;

December 14, 2001 through June 13, 2003 -- \$0.0010 per minute of use; and

June 14, 2003 and thereafter -- \$0.0007 per minute of use."

1.1.1.2 The rates provided for in Section 1.1.1.1 above shall apply to the Parties in an equal and symmetrical manner.

1.1.1.3 The rates provided for in Section 1.1.1.1 above shall apply until such time as they are replaced prospectively by new rates as may be approved or allowed into effect from time to time by the Commission pursuant to FCC orders and FCC regulations, or by the FCC, subject to a stay or other order issued by any court of competent jurisdiction.

1.1.2 Reciprocal compensation shall not apply to traffic that is not subject

to reciprocal compensation under Section 251(b)(5) of the Act.

1.1.3 "Internet Traffic" means any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.

1.1.4 Local Traffic does not include any Internet Traffic.

1.1.5 Reciprocal compensation shall not apply to Internet Traffic.

1.1.6 The Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the Order and other applicable FCC orders and FCC regulations.

1.1.7 The determination of whether traffic is Local Traffic or Internet Traffic shall be performed in accordance with Paragraphs 8 and 79, and other applicable provisions, of the Order (including, but not limited to, in accordance with the rebuttable presumption established by the Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Internet Traffic, and in accordance with the process established by the Order for rebutting such presumption before the Commission).

1.1.8 A Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the Order and other applicable FCC orders and FCC regulations.

1.2 Notices to be given by Verizon to Verizon Wireless under Article III, Section 22 of the Agreement on and after October 1, 2002 shall be delivered to the following:

Director of Interconnection  
Verizon Wireless  
One Verizon Place  
Alpharetta, GA 30004  
Attn.: Dudley Upton GA3B1REG

Director Regulatory—Interconnection  
1300 I Street, NW, Suite 400W  
Washington, DC 20005

2. Termination. If the Order is stayed, vacated or modified, in whole or in part, by the FCC or another governmental entity of competent jurisdiction, each Party shall have the right to terminate this Amendment by written notice to the other Party. The

termination shall be effective upon receipt of the notice of termination by the other Party. In the event of such termination of this Amendment, the language of the Agreement, on a prospective basis, effective with the effective date of the termination, shall revert to the language of the Agreement (including any other amendments to the Agreement entered into by the Parties on, before or after the Amendment Effective Date) as it would have existed if this Amendment had not been entered into by the Parties. The provisions of this Section 2 shall be in addition to and not in limitation of any other provisions of the Agreement (including, but not limited to, Article III Section 30, "Subsequent Law") that might apply if the Order is stayed, vacated or modified.

3. Scope of Amendment. Except to the extent set forth in Section 1 of this Amendment, the rates, charges and other provisions of the Agreement shall remain in full force and effect after the Amendment Effective Date. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement. The dates shown in Section 1.1.1.1 above are not intended to modify the term of the Agreement or to affect either Party's right to exercise any right of termination it may have under the Agreement.

4. Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates, charges and other provisions of the Agreement to the extent necessary to give effect to the rates, charges and other provisions of this Amendment. In the event of a conflict between a rate, charge or other provision of this Amendment and a rate, charge or other provision of the Agreement, this Amendment shall govern.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the Amendment Effective Date.

Verizon South Inc., f/k/a GTE South incorporated

By: \_\_\_\_\_  
Printed: Jeffrey A. Masoner  
Title: Vice-President - Interconnection Services Policy & Planning

Cellco Partnership d/b/a Verizon Wireless

Anderson Cellular Telephone Company d/b/a Verizon Wireless  
By Cellco Partnership, Its General Partner

By: \_\_\_\_\_  
Name: A. J. Melone  
Title: Vice President Network Operation Support